

**EXHIBIT H PART 5**

## Exhibit File Check List

Lot #: 8771

- Delivery Sheet
- Eastern Payment Info
- Livestock Contract
- Consignment Contract
- Cleared Part Payment Check
- Cleared Final Payment Check
- Copy of Part Payment Check
- Copy of Delivery Paperwork

SUPERIOR LIVESTOCK AUCTION

1155 North Colorado Avenue  
Brush, CO 80723  
800-523-6610

BUYERS INVOICE  
Buyer # 0016

Eastern Livestock

Office: 812 949-9035

135 West Market

New Albany, IN 47150

Fax: 812 949-9060

LOT # 8771

Delivery Date 10/29/2010 Auction Date 8/26/2010

Contracted:

# Head	Description	Weight	Shrink	Net Wt	Ave Wt	Price	Gross Amount
320	Feeder Steers		2		775	\$108.75	

Delivered:

320	Feeder Steers	243600	2	238728	746	\$108.75	\$259,616.70
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Total:

320				238728			\$259,616.70
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Seller: Nueces Cattle Co.

Part Payment Paid: - \$12,800.00

Location: George West, TX

Adjustments: \$0.00

Destination: Dalhart, TX

Representative: Willy Shannon 361 449-7156 Net Due: \$246,816.70  
Riley Rhodes 361 813-6650

Superior Livestock Auction attests that all livestock referenced by this document are of USA origin.

Superior Livestock Auction by

*[Signature]*  
Eastern Livestock's  
check was not deposited  
it was sent for collection and  
returned "unpaid"

Please remit to Superior Livestock Auction via Wire Transfer or Overnight Delivery of a Check

Please include the Lot Number on your payment

Wire Transfer or ACH To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448

Credit: Superior Livestock Auction, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

Address for overnight delivery of a check (Fed Ex, UPS or Express Mail)  
Superior Livestock Auction  
1155 N Colorado Avenue  
Brush, CO 80723

Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

## SUPERIOR LIVESTOCK AUCTION

LOT# 8771 DELIVERY DATE Oct 29 2010 SALE DATE August 26 2010  
 SELLER Nueces Cattle Co. 361 449-2425 PAPERWORK REC'D 11/8/2011  
 BANK Date entered 10/29/2010  
 CONTRACT # 21979 Entered by mgm  
 12/2/2010 12:20:20

#	HEAD	DESC.	WT	SHRNK	SLD	NET WT	AVG.WT.	PRICE	GROSS AMOUNT
CONT	320	Feeder Steers		2	4	775#		\$ 108.75	
DELV	320	Feeder Steers	243600	2	4	238728	746#	\$ 108.75	\$ 259,616.70
<hr/>									
<hr/>									
<b>TOTALS</b>						238728			\$ 259,616.70
<hr/>									

<b>PART PAYMENT</b>	<u>9,600.00</u>
<b>GROSS COMMISSION</b>	<u>5,192.33</u>
<b>ADDITIONAL COMMISSION</b>	<u>640.00</u>
<b>CONSIGNMENT FEE CREDIT</b>	<u>.00</u>
<b>NET COMMISSION DEDUCTED</b>	<u>5,832.33</u>
<b>BEEF CHECKOFF George West, TX</b>	<u>320.00</u>
<b>LA/AR</b>	<u>.00</u>
<b>OTHER</b>	<u>.00</u>
<b>TOTAL DEDUCTIONS</b>	<u>15,752.33</u>
<b>NET PROCEEDS DISBURSED</b>	<u>\$ 243,864.37</u>

CHECK #	PAYABLE TO	CLEARED
46601	Nueces Cattle Co.	243,864.37 11/2/2010 \$ 243,864.37

**TOTAL PAID** \$ 243,864.37  
**UNDERPAID/OVERPAID** \$ .00

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BUYER Eastern Livestock	812 949-9035	812 949-9060 (f)	<b>GROSS AMT</b> \$ <u>259,616.70</u>
BUYER # 0016	New Albany, IN (m)		<b>PART PAYMENT</b> \$ <u>12,800.00</u>
COUNTRY OF ORIGIN USA		8/31/2010	<b>ADJUSTMENTS</b> \$ <u>.00</u>
PD @ DEL FUNDS SENT VIA			<b>NET DUE</b> \$ <u>246,816.70</u>

BUYER CALLED X  
 DELIVERY DATE Oct. 15-Nov. 1, 2010

SLIDE over the base weight - 4  
 SLA REP Willy Shannon 361-449-1183 361-449-7156  
 Riley Rhodes 361-449-2425 361-813-6650  
 DESTINATION TEXHOMA, OK

246,816.70	11/5/2010	\$ 246,816.70
<b>TOT AMOUNT PAID</b> \$		<u>246,816.70</u>
<b>UNDERPAID/OVERPAID</b> \$		<u>.00</u>
<b>ADJ TOTAL</b> \$		<u>.00</u>

COMMENTS WENT TO CIMMARRON FEEDERS, TEXHOMA, OK FOR 5 RIVERS & TRUCKED BY REITER & BORHAM. SLA PD 7 DAYS



November 23, 2010

Bank of Colorado  
P.O. Box 147  
Fort Lupton, CO 80621

Re: Collection Request: Eastern Livestock Co LLC  
Check Numbers: 125060, 125059, 125058, 125056, 125055, 125053, 125044, 125042,  
125040, 125036, 125051, 125048, 125046, 125034, 125032, 125030, 125028, 125019,  
125017, 125038, 125013

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account.

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

Katie Block  
Garnishment Clerk

*not going to be paid  
Ben Loomis*

PLEASE DETACH THIS PORTION BEFORE DEPOSITING CHECK

8771

CHECK NUMBER: 125056 CHECK DATE: 10/11/01 CHECK AMOUNT: 246,816.70

101029 320H @ 238728#	00032	259,616.70
101029 10547 -E#8771	00032	12,800.00-

**EASTERN LIVESTOCK CO., LLC**

PAY TO THE ORDER OF

135 West Market  
New Albany, IN 47150  
812-949-9035

**No** 12505673-27-  
421

DATE	CHECK No.	AMOUNT
10/11/01	125056	**246,816.70

SUPERIOR LIVESTOCK AUCTION, INC  
1155 NORTH COLORADO  
BOX 38  
BRUSH, CO 80723

SIGNATURE

A handwritten signature, appearing to read "mcub", is written over the signature line.

SENT FOR COLLECTION

 <b>PAY TO THE</b> Nueces Cattle Co. <b>ORDER OF</b> <b>Nine Thousand Six Hundred Dollars and No Cents</b>  <b>PAYABLETHRU</b> <b>BANK OF COLORADO</b> <b>P.O. BOX 629</b> <b>BRUSH, COLORADO 80723</b> <b>Phone: (970) 842-2344</b>	<b>No 06669</b>  <b>August 26, 2010</b>  <b>\$ 9,600.00</b>  <b>DOLLARS</b> <b>CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS</b> <i>Mona Wahrert</i>
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DDA Debits - 09/01/2010

**NOTICE:** This check must be endorsed by Payee(s) EXACTLY as name(s) are written on the front of the check. If any Payee is a corporation, other non-individual entity, Bank or other lending institution, check must be signed by an authorized individual, including their title.

**ENDORSE BELOW**

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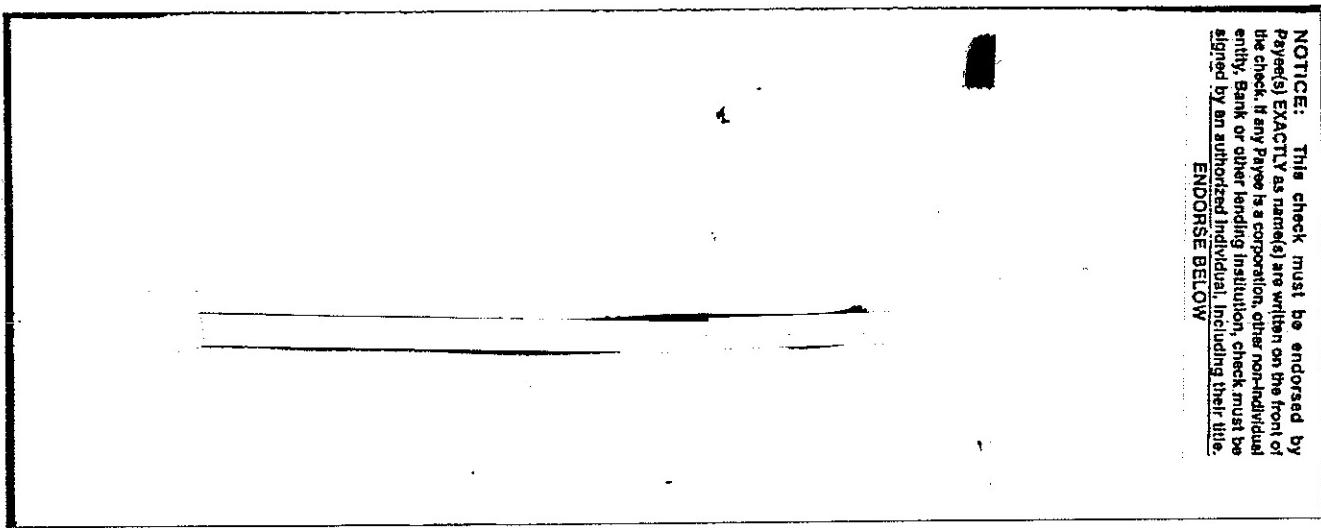


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DDA Debits - 09/01/2010

 <p>P.O. Box 38 Brush, CO 80723 (970) 842-5586 Fax: (970) 842-2705 1-800-523-6610</p>	<p>No-046601</p>
LOT # <u>8771</u>	
DATE <u>October 29, 2010</u>	
PAY TO THE ORDER OF <u>Nueces Cattle Company</u> \$243,864. <sup>37</sup>	
<u>Two hundred forty three thousand eight hundred sixty four &amp; 37/100 DOLLARS</u>	
CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS	
<u>Willy Shamus</u>	

DDA Debits - 11/01/2010



NOTICE: This check must be endorsed by Payee(s) EXACTLY as name(s) are written on the front of the check. If any Payee is a corporation, other non-individual entity, Bank or other lending institution, check must be signed by an authorized individual, including their title.

ENDORSE BELOW

DDA Debits - 11/01/2010



509

## LIVESTOCK CONTRACT

131 East Exchange, Suite 121  
Fort Worth, TX 76164  
1-800-422-2117

P.O. Box 38  
Brush, CO 80723  
1-800-523-6610

20

THIS CONTRACT made and entered into this **26th** day of **August, 2010**, in Brush, Morgan County, Colorado by and between **Nueces Cattle Co.**

**435 S Hwy 37 Access** **George West TX** **78022** **Phone Number,**  
**hereinafter known as SELLER, and** **Eastern Livestock**  
**135 West Market** **New Albany IN 47150** **Phone, 812-949-9035** **Fax, 812-949-9060**  
**Cell,** **, hereinafter known as BUYER.** Seller agrees to sell and Buyer agrees to purchase the following described

livestock (the livestock) for the consideration set forth in this contract. **VACCINATION PROGRAM:**

# HEAD	KIND/SEX	BASE WEIGHT	PRICE
320	Feeder Steers	775	\$108.75

**BREED TYPE:** Exotic & Exotic cross w/some Beefmaster cross & Brangus cross. 1/4-3/8 Brahman influence w/10% up to 1/2 Brahman influence.

**MIXED LOADS:** Heifer price will be \$ 0 /CWT under original price of steers.

**ORIGIN:** South TX **COUNTRY OF ORIGIN USA**

**FRAME:** Medium **FLESH:** Medium

**HORNS:** Polled or Dehorned

**EST WT VARIANCE:** Uneven

**FEEDING PROGRAM:** Native grass.

**CURRENT LOCATION:** Ranch, 20 miles S of George West, TX which is 85 miles S of San Antonio, TX

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

**DELIVERY:** Seller shall deliver the Livestock to Buyer F.O.B. **Ranch** **on/between**

**Oct. 15-Nov. 1, 2010** **at the option of the representative.**

**WEIGHING CONDITIONS:** Gather early from traps, sort, load on buyers trucks, haul 30 miles & weigh on trucks w/a 2%.

**SLIDE:** If the livestock average over the base weight the price will be adjusted 4 cents per pound for every pound over that weight on the total net pounds.

**COMMENTS:** Knife cut. Good set of South TX feeders. Biggest & best 320 hd from 375.

**VACCINATIONS:** BoviShield 4, 8-way & wormed w/lvomec.

**AGE/SOURCE VERIFIED:** No

**LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE:** Yes **IMPLANTED:** Not by this owner

**BANGS VACCINATED:**

**INSPECTIONS AND WARRANTIES:** Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, loosed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the carrier, such action constitutes irrevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Livestock Auction, Inc.(SLA) of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify SLA shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Seller and SLA warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold SLA and Buyer harmless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

**RISK OF LOSS:** The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

**PAYMENT OF CONSIDERATION:** As consideration for the livestock, Buyer agrees to pay SLA for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay SLA for the benefit of Seller \$40.00 per head on **320** head, the sum of \$ **12,800.00**, as part payment, upon entering into this contract and to pay the remaining balance to SLA at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by SLA no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Seller acknowledges that it has received from SLA \$30.00 per head, the sum of \$ **9,600.00**, as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in SLA's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

**REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT.**  
In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

**SELLER:** Nueces Cattle Co.

**BUYER:** Eastern Livestock

BY: M. Morrow SLA

BY: K. Long SLA

REPRESENTED BY: Willy Shannon

361 449-1183

361 786-2553

361 449-7156

Riley Rhodes

361 449-2425

361 786-2553

361 813-6650

OPEN HEIFERS: Unless otherwise stated, heifers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the remainder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT: In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction's written permission. Upon default, Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by law and this contract, including but not limited to the following: If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction to Buyer. Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle sold, Seller will be liable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stipulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or lack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications: (i) the arbitration shall be held in Ft. Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for nonperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

Exchanges, Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
1-800-422-2117



LIVESTOCK  
AUCTION

MAIL BOX #18  
Brush, CO 80723  
(970) 842-5566  
1-800-523-6610

FAX TO: (970) 842-2705  
(877) 523-6610

CONSIGNMENT # 509  
Accepted by SLA  
Effective Date \_\_\_\_\_

CONSIGNMENT CONTRACT FOR SALE OF LIVESTOCK  
AUCTION DATE Aug. 23-27, 2010

THIS CONTRACT made and entered into this 2nd day of August 20 10, by and between

Nueces Cattle Company

Owner

[IF NOT CORPORATION, LLC, ETC.]

of 435 S 1H 37 Access (MAILING ADDRESS)

George West (STREET)

TX 78022 (ZIP)

Phone 361/449-2582 SS#/FEDERAL ID# \_\_\_\_\_

(SELLER), Superior Livestock Auction, Inc. (SLA) and

Riley Charles-Willy Shaver (MARKETING REPRESENTATIVE) covers the listing for sale of the livestock described in this contract.

NO. HEAD	NO. LOADS	KIND	BASEWEIGHT	NO. HEAD	NO. LOADS	KIND	BASEWEIGHT
<u>320</u>	<u>5</u>	Feeder Steers	<u>775</u>			Weaned Steer Calves	
		Feeder Heifers				Weaned Heifer Calves	
		Feeder Heifers Open w/ Vet Cert				Steer Calves on Cows	
		Holstein Bulls / Steers / Heifers				Heifer Calves on Cows	

MIXED LOADS: Heifer price will be \$ \_\_\_\_\_ / cwt under original price of steers. SPECIAL LOGO: \_\_\_\_\_

VACCINATION PROGRAM: (circle one) SLA VAC 24 34 34+ 45 PreCon PFIZER SelectVac 24 34 34+ 45 PreCon

AGE & SOURCE VERIFIED: \_\_\_\_\_ RFID TAGS: YES  NO TESTED PI FREE: YES OWNER CERTIFIED NATURAL: YES

SLIDE: 4¢ cents over base weight, up to 50 pounds over base weight. If cattle average 51 pounds over base weight, slide will increase 2 cents.

WT STOP @ \_\_\_\_\_ (25# Max) If the cattle change class due to increased weight (over the base weight), the cattle may be rejected for delivery.

BREED TYPE: Exotic, Exotic Crosses with some Beefmaster Crosses  
& Brahman Crosses

44 to 38 Brahman Influence with 10% up to 1/2 Brahman Influence

ORIGIN: Home Raised / 1st Calf Born \_\_\_\_\_ and/or Purchased from SOUTH TEXAS (STATE OR GEOGRAPHIC REGION) COUNTRY: USA

FRAME SIZE: medium FLESH CONDITION: Medium Light Light Medium Medium Medium Heavy Heavy

ESTIMATED WEIGHT VARIANCE:  FAIRLY EVEN (0-10% +/- of pay weight)  UNEVEN (10-15% +/- of pay weight)  
VERY UNEVEN (15-25% +/- pay weight) \_\_\_\_\_ Seller warrants that no individual animal will vary more or less than these percentages from the average pay weight at delivery. SLA or Marketing Representative reserves the right to reject any animal that is not within these percentages.

HORNS: Pollled or dehorned FEEDING PROGRAM: 1) On cows & native grass 2) Native grass 3) \_\_\_\_\_

Native Grass

CURRENT LOCATION: Cattle are located at Ranch which is 20 miles S of George West, TX (NEAREST TOWN) (DIRECTION) (STATE) where they shall remain and be handled in their normal manner until delivery. If cattle must be moved or changed to a different kind of feed or pasture, for any reason, SLA or Marketing Representative must be notified and change will be allowed only with Buyer's approval.

DELIVERY: Seller will deliver cattle to Buyer's truck(s) at Ranch (RANCH, ETC.) on / between Oct. 15th - Nov. 1st (DELIVERY DATE WITHIN 2 WEEK PERIOD) at the option of Marketing Representative, unless otherwise stated. IMMEDIATE DELIVERY: YES

WEIGHING CONDITIONS: Gather from traps early AM, sort & load on Buyers truck, haul 30 miles weigh on truck with a 2% shrink

LOADS: 48,000 pounds or \_\_\_\_\_ FREIGHT ADJUSTMENT: \_\_\_\_\_

IMPLANTED: 1) No 2)  Not by this owner 3) Yes with \_\_\_\_\_ on \_\_\_\_\_ (BRAND NAME) (DATE IMPLANTED - IF KNOWN)

BANGS VACCINATED: 1) 100% 2) Not 100% 3) Can be after weighing if required for shipment at a) Seller's b) Buyer's expense and risk 4) Can be prior to delivery at a) Seller's b) Buyer's expense 5) No CASTRATION: 1)  Navel cut 2) Banded 3) Pinched (circle one)

COMMENTS: A good set of South Texas Feeders sort 320 head of Biggest & Best from 375 head

VACCINATIONS: Brisield 4, 8-way, wormed w/ Ivomec

BRANDS: 35 on left side WARRANTIES: Seller represents and warrants that it has good and marketable title to the livestock and that they will be delivered free of all liens, security interests or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of \_\_\_\_\_ of \_\_\_\_\_

SLA acknowledges receipt of a check for \$3.00 per head in the amount of \$ 960.00 on \_\_\_\_\_ (DATE)

ADDITIONAL PROVISIONS AGREED UPON BETWEEN SELLER AND SLA AND/OR MARKETING REPRESENTATIVE: (not published)

LIVESTOCK OWNER'S FEED CERTIFICATE: The undersigned certifies that, to the best of his/her/its knowledge, as of the date of delivery, none of the livestock described above, will be, on such date, adulterated within the meaning of the Federal Food, Drug and Cosmetic Act (i.e., none of the cattle have been fed any feed containing protein derived from mammalian tissue, e.g. meat and bone meal, as that term is defined in 21 CFR 589.2000 and none of the livestock will have an illegal level of drug residues. Seller acknowledges he has read and understands all the terms & conditions on the front & back of this contract, and will abide by them. Seller agrees all information on this contract is accurate and guarantees delivery on the livestock described herein.

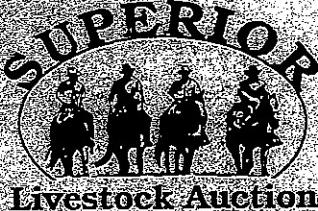
MARKETING REPRESENTATIVE

Riley Charles-Willy Shaver  
(SIGNATURE)

SELLER Nueces Cattle Company

PRINT NAME  
By: Riley Charles-Willy Shaver  
(SIGNATURE)

131 E Exchange Ave - Suite #2  
Fort Worth, TX 76102  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117



Nº 06669

P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

August 26, 2010

Nueces Cattle Co.

16933 6669

435 S Hwy 37 Access

George West, TX 78022

Phone: 361-449-2425

LOT #	#HEAD	DESCRIPTION	DELIVERY DATE	BASE WT	PRICE	PART PMT	
8771	320	Feeder Steers	Oct. 15 Nov. 1	775#	\$108.75	\$9,600.00	
<b>TOTAL</b>	<b>320</b>	<b>HEAD</b>			<b>Part Pmt. Paid on</b>	<b>320 HEAD</b>	<b>\$9,600.00</b>

## DEDUCTIONS:

No Sale/Scratch Fees \$0.00

NET PROCEEDS \$9,600.00



Nº 06669

16933  
Brush, CO 80723  
(970) 842-5566  
(970) 842-2705  
1-800-523-6610

August 26, 2010

PAY TO THE ORDER OF Nueces Cattle Co.

\$9,600.00

Nine Thousand Six Hundred Dollars and No Cents

DOLLARS

IN THE AMOUNT OF  
\$9,600.00  
DOLLARS AND NO CENTS  
PAID IN FULL  
BY  
[Redacted]

CUSTODIAL ACCOUNT FOR SHIPPERS/PROCESSION

NON-NEGOTIABLE

26

N° 5146691



PC Box 335  
Brush CO 80723  
(970) 842-5566  
Fax (970) 842-2705  
4-800-523-6610

# Livestock Auction

DATE 12/11/09

SETERA PLACES CATTLE COMPANY

ADDRESS 475 S 14 37 Across

CITY George West

**STATE**

**ZIP CODE**

LOT # 977

BUYER

## EASTERN Livestock

### **DEDUCTIONS:**

PART PAYMENT	\$4600.
COMMISSION	\$5192.73
CONSIGNMENT FEE	\$640. <sup>00</sup>
BEEF CHECKOFF	\$320. <sup>00</sup>
TOTAL DEBITATION	\$15582.73

11/5752.33

NET PROCEEDS \$ 243,864.3



British CO 30723  
(9-10) 842-5566  
1000 970 1822

No. GAE6911

LOT # 37

DATE 10/10/2014

PAY TO THE ORDER OF *W. J. D. Jones* (Ref. No. 113601) *1000 P.M.*

**CUSTODIAL ACCOUNT FOR SHIPPERS' PROCEEDS**

OFFICE-COPY

East Exchange Ave, Suite 121  
Fort Worth, TX 76104  
(817) 624-3800  
Fax: (817) 624-3925  
1-800-422-2117



P.O. Box 3  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610

## Livestock Auction

## WEIGH SHEET

SELLER Alveces Cattle Co. LOT # 8771  
BUYER Eastern Livestock DATE October 29, 2019  
WEIGHED AT LOVE's Truck Stop (Three Rivers) DATE CERTIFIED \_\_\_\_\_  
(NAME & LOCATION OF SCALE)

# HD	WEIGHT	# HD	WEIGHT	# HD	WEIGHT	# HD	WEIGHT			
	<u>82280</u>				<u>82320</u>					
-	<u>34440</u>				<u>33840</u>					
	<u>47840</u>	→	<u>64 head</u>	<u>56</u>			<u>48480</u>	→	<u>64 head</u>	<u>56</u>
<b>WEIGH BACKS</b>										
	<u>84020</u>									
-	<u>35820</u>									
	<u>48200</u>	→	<u>64 head</u>	<u>56</u>						
	<u>81000</u>									
-	<u>31,1660</u>									
	<u>49340</u>	→	<u>64 head</u>	<u>56</u>						
	<u>84380</u>									
-	<u>34640</u>									
	<u>49740</u>	→	<u>64 head</u>	<u>56</u>						
TOTAL CATTLE WEIGHED							<u>320</u>			
LESS WEIGHBACKS							<u>243,600</u>			
GROSS WEIGHT										

WEIGHED BY W. J. Johnson

WITNESSED BY \_\_\_\_\_

NOTES \_\_\_\_\_

OFFICE COPY

CAT SCALE  
COLLECTOR  
CARD  
INSIDE!

## THE CAT SCALE GUARANTEE

The CAT Scale Company guarantees that our scales will give accurate weights. What makes us different from other scale companies is that we back up our guarantee with cash.

- WEIGH WHAT WE SAY OR WE PAY!**
- If you get an overweight fine from the state or if our scale showed a legal weight, we will immediately check our scale and we will:
- (1) Reimburse you for the cost of the overweight fine.
  - (2) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

## IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:

**CERTIFIED  
AUTOMATED  
TRUCK  
SCALE**

CAT SCALE COMPANY  
PO. BOX 80  
WILSON COTTAGE, TX 77773  
(863) 284-6226  
[www.catscale.com](http://www.catscale.com)

- 1) Post bond and request a court date
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT SCALE (Toll Free)
- 3) IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company address, and phone number to CAT Scale Company Attn: Guarantee Department

\*The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

DATE	APPROXIMATE	TIME	DRIVE AXLE	STEER AXLE	TRAILER AXLE	GROSS WEIGHT
10-27-2010	11:25	20:01	34.4	3.5	35.2	42.320
						1.16
						1.16
						1.16
						1.16

17 & 9842 LOCATION:  
PUBLIC WEIGHMasters  
CERTIFICATE OF  
WEIGHT & MEASURE



LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED

COMPANY JUSTIN GLINNER TRACTOR # 74 TRAILER # 3

FREIGHT ALL KINDS

FEE 1.00 FULL WEIGH TICKET # 17658416  
(IF REWEIGH)  
WEIGHMASTER OR  
WEIGHER SIGNATURE JUSTIN GLINNER

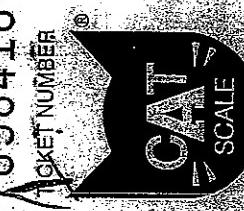
CAT SCALE FORM TEX-1298

DRIVER IN TRUCK UNLESS CHECKED HERE: \_\_\_\_\_

CUSTOMER COPY

CAT SCALE  
COLLECTOR  
CARD  
INSIDE!

**THE CAT SCALE GUARANTEE**



117698416  
ICKET NUMBER

CERTIFIED  
AUTOMATED  
TRUCK  
SCALE

CAT SCALE COMPANY  
PO BOX 600  
WACO, TX 76773  
(512) 281-6263  
[www.catscale.com](http://www.catscale.com)

IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:

- 1) Post bond and request a court date
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT-SCALE (Toll Free)
- 3) IMMEDIATELY send a copy of the citation CAT Scale & Ticket, your name, company, address, and phone number to CAT Scale Company/ Auto Quarantine Department.

\*The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

DATE:

APPROXIMATE D-29-2010

TIME: 6:52

SCALE: 201

LOCATION:

LIVES TRAVEL CTR  
I-35 EXIT 72  
THREE RIVERS, TX  
PUBLIC WEIGHMasters  
CERTIFICATE OF  
WEIGHT & MEASURE

STEER AXLE

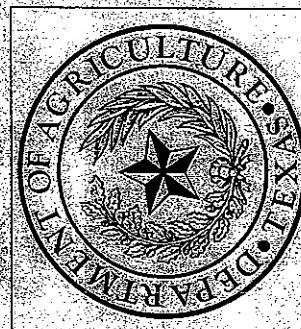
DRIVE AXLE

TRAILER AXLE

\* GROSS WEIGHT

1 1/2 4 0 1 0  
1 1/4 2 4 0 1 0  
7 0 0 1 0  
3 3 2 4 0 1 0

This is to certify that the following merchandise was weighed, counted, or measured by a public weigher, and when properly signed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.



LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED

COMPANY: JUSTIN GUNNER

WEIGHMASTER OR  
WEIGHER SIGNATURE

FEE: 9.00

TRACTOR #: 94 TRAILER #: 3  
FULL WEIGHT  
TICKET # (IF REVEALED)

CUSTOMER COPY

CAT SCALE FORM TEXAS 1209

CAT SCALE  
COLLECTOR CARD  
INSIDE!

**THE CAT SCALE GUARANTEE**

The CAT Scale Company guarantees that our scales will give an accurate reading. What makes us different from other companies is that we back up our guarantee with cash.

- WEIGH WHAT WE SAY OR WE PAY®**
- If you get an overweight fine from the state **AFTER** one of our CAT Scales showed a legal weight, we will immediately check our scales and we will:
- (1) Reimburse you for the cost of the overweight fine if our scale shows one, OR
  - (2) A representative of CAT Scale Company will appear in court **WITH** the driver as an expert witness if we believe our scale was correct.

**IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:**

- 1) Post bond and request a court date.
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT SCALE (toll free).
- 3) IMMEDIATELY send a copy of the citation, CAT Scale ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

DATE

APPROXIMATE

TIME

SCALE

WEIGHMASTER

CERTIFICATE OF

WEIGHT &amp; MEASURE

STEER AXLE	1 27 2	20	1
DRIVE AXLE	3 4 3	00	1
TRAILER AXLE	3 5 3	00	1
LOVE'S TRAVEL CTR			
I 37 EXIT 72			
THREE RIVERS TX			
GROSS WEIGHT	5 4 3	20	1

This is to certify that the following merchandise was weighed, counted, or measured by a public weigher and when properly signed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.

LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED

COMPANY

WILL Y

TRACTOR #

121

FEE

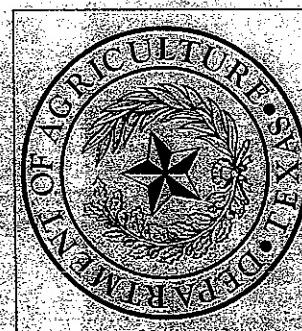
1.00

FULL WEIGHT  
TICKET #126-04-21  
(IF REWEIGH)

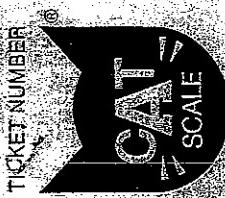
DRIVER IN TRUCK UNLESS CHECKED HERE

•CAT SCALE FORM TE-XS 12/09

CUSTOMER COPY



17698427



CERTIFIED  
AUTOMATED  
TRUCK  
SCALE

CAT SCALE COMPANY  
PO BOX 930  
VALDORNIA, TX 75773  
(563) 284-6263  
[wwwcatscale.com](http://wwwcatscale.com)

17698421



TICKET NUMBER

J3

**CERTIFIED  
AUTOMATED  
TRUCK  
SCALE**

CAT SCALE COMPANY  
PO BOX 630  
WALCOTT IA 50277  
(563) 284-9263  
[www.catscale.com](http://www.catscale.com)

DATE:

APPROXIMATELY - 29-2010

TIME: 7:03

SCALE

1749842

LOCATION:

PUBLIC

WEIGH

MASTER

S

CERTIFICATE

OF

WEIGHT &amp; MEASURE

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**IF YOU SHOULD GET AN OVERWEIGHT FINE YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:**

- 1) Post bond and request a court date.
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CATSCALE (Toll Free).
- 3) IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

STEER AXLE	1 1 3 4 0	1 0
DRIVE AXLE	1 3 7 5 0	1 0
TRAILER AXLE	2 3 4 0	1 0
GROSS WEIGHT	3 4 5 4 0	1 0

This is to certify that the following merchandise was weighed, counted, or measured by a public weigher, and when properly signed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.

LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED

COMPANY WILLIYWEIGHMASTER OR  
WEIGHER SIGNATUREFEE 9.00

WEIGHT NUMBER

6421

WEIGHT DATE

03-29-2010

WEIGHT TIME

07:03

WEIGHT LOCATION

LAREDO, TX

WEIGHT TRAILER

121

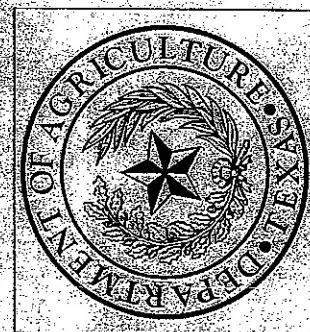
WEIGHT COMPANY

WILLIYTRACTOR# 121FREIGHT TICKET #  
(IF REWEIGH)  
LAREDO RDRRTEZ

•CAT SCALE FORM TEXAS 2008

DRIVER IN TRUCK UNLESS CHECKED HERE

CUSTOMER COPY



**THE CAT SCALE GUARANTEE**

The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.

**WEIGH WHAT WE SAY OR WE PAY®**

If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will:

- (1) Immediately check our scale and we will:
- (2) Reimburse you for the cost of the overweight fine. If our scale is wrong, OR
- (3) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

**CERTIFIED**

**AUTOMATED**

**TRUCK**

**SCALE**

CAT SCALE COMPANY  
PO BOX 630  
WAUCOTTIA 53273  
(608) 284-6263  
[www.catscale.com](http://www.catscale.com)

**DATE:**

APPROXIMATE 0-29-2010

TIME: 11:31

**SCALE**

205

**LOCATION:**

LIVESE TRAVEL CTR  
I 35 EXIT 72  
THREE RIVERS TX

**PUBLIC WEIGHTMASTERS**

**CERTIFICATE OF**

**WEIGHT & MEASURE**

STEER AXLE	1	1000	1
DRIVE AXLE	3	4500	1
TRAILER AXLE	3	4500	1
* GROSS WEIGHT	9	1000	1



**IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:**

- 1) Post bond and request a court date.
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT-SCALE (Toll Free).
- 3) IMMEDIATELY send a copy of the citation CAT Scale Ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

**FREIGHT ALL KINDS**

COMPANY	LILLY	TRACTOR #	6
WEIGHMASTER OR WEIGHER SIGNATURE	<i>LILLY</i>	FULL WEIGHT	12,500 LBS
FEE	1.00	TICKET #	12-35004
		(IF REWEIGH)	

DRIVER IN TRUCK UNLESS CHECKED HERE

CUSTOMER COPY

©CAT SCALE 108

CAT SCALE  
COLLECTOR  
CARD  
INSIDE!

THE CAT SCALE GUARANTEE

The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.

WEIGH WHAT WE SAY OR WE PAY™

- If you get an overweight fine from the state **AFTER** one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:
- (1) Remburse you for the cost of the overweight fine if our scale is wrong.
  - (2) A representative of CAT Scale Company will appear in court **WITH** the driver as an expert witness if we believe our scale was correct.

IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:

**CERTIFIED  
AUTOMATED  
TRUCK  
SCALE**

CAT SCALE COMPANY  
P.O. Box 800  
Loves Travel Stop  
I-35 Exit 72  
Three Rivers, TX

DATE: APPROXIMATELY 04-20-2010  
TIME: 05:59  
SCALE: 2001  
VIA: LOVES TRAVEL CTR  
PUBLIC WEIGHT STATION  
CERTIFICATE OF  
WEIGHT & MEASURE

WEIGHTS SHOWN BELOW ARE SEPARATE WEIGHTS. THE GROSS WEIGHT IS THE CERTIFIED

WEIGHT AND WAS WEIGHED ON A FULL LENGTH PLATFORM SCALE. ALL WEIGHTS ARE GUARANTEED

TO BE LEGALLY ACCURATE.

WEIGHMASTER OR  
WEIGHER SIGNATURE

WILLY

FEE: \$ 7.00

DRIVER IN TRUCK UNLESS CHECKED HERE \_\_\_\_\_

CUSTOMER COPY

LARESA RODRIGUEZ

TRACTOR # 9  
TRAILER # 6  
FULL VEHICLE  
TICKET # \_\_\_\_\_  
(IF REVEIGH)

CAT SCALE FORM TEXAS 12/99

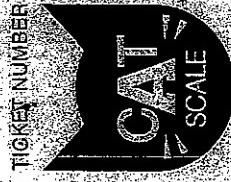
This is to certify that the following merchandise was weighed, counted, or measured by a public weigher and when properly signed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.



LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED  
COMPANY: WILLY  
FEE: \$ 7.00  
DRIVER IN TRUCK UNLESS CHECKED HERE \_\_\_\_\_

FREIGHT ALL KINDS  
TRACTOR # 9  
TRAILER # 6  
FULL VEHICLE  
TICKET # \_\_\_\_\_  
(IF REVEIGH)

17698429



TICKET NUMBER

**THE CAT SCALE GUARANTEE**

The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with cash.<sup>®</sup>

- If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:
- (1) Reimburse you for the cost of the overweight fine if our scale is wrong, OR
  - (2) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

**CERTIFIED****AUTOMATED****TRUCK****SCALE**

CAT SCALE COMPANY

PO BOX 600

WACO, TX 76703

669-286-6266

FAX 669-286-6267

DATE

APPROXIMATE DATE

TIME:

SCALE

LOCATION

PUBLIC

WEIGHMasters

CERTIFICATE OF

WEIGHT &amp; MEASURE

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

STEER AXLE

1 1 344.0 1 □

DRIVE AXLE

3 4 43.0 1 □

TRAILER AXLE

3 7 70.0 1 □

\* GROSS WEIGHT

3 4 020 1 □



LIVESTOCK, PRODUCE, PROPERTY, COMMODITY, OR ARTICLE WEIGHED

COMPANY WILLYTRACTOR # 130 TRAILER # 130WEIGHMASTER OR  
WEIGHER SIGNATURE John WillyFULL WEIGHT  
TICKET # 17698429  
(IF REWEIGH)GROSS WEIGHT  
TICKET # 17698429

CAT SCALE FOR TEXAS 1200

CUSTOMER COPY

DRIVER IN TRUCK UNLESS CHECKED HERE

FEE

1.00

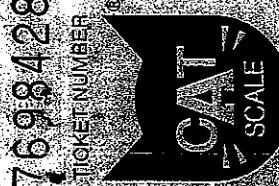
WEIGH NUMBER  
EL 15

INSIDE CARD

CAT SCALE  
COLLECTOR



17698428

**THE CAT SCALE GUARANTEE**

The CAT Scale Company guarantees that our scales will give an accurate weight. What makes us different from other scale companies is that we back up our guarantee with a cash® refund.

**"WEIGH WHAT WE SAY OR WE PAY"®**

If you get an overweight fine from the state AFTER one of our CAT Scales showed a legal weight, we will immediately check our scale and we will:

- (1) Reimburse you for the cost of the overweight fine if our scale is wrong, OR
- (2) A representative of CAT Scale Company will appear in court WITH the driver as an expert witness if we believe our scale was correct.

**IF YOU SHOULD GET AN OVERWEIGHT FINE, YOU SHOULD DO THE FOLLOWING TO GET THE PROBLEM RESOLVED:**

- 1) Post bond and request a court date.
- 2) Call CAT Scale Company direct 24 hours a day at 1-877-CAT-SCALE (toll free).
- 3) IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

STEER AXLE	1 20 20	1 16
DRIVE AXLE	1 14 31	1 16
TRAILER AXLE	1 5 14 20	1 16
LONE STAR TRAVEL CTR		
DATE APPROXIMATELY 03-23-2010		
TIME 1:12		
SCALE 2001		
LOCATION LONE STAR TRAVEL CTR		
WEIGHTS 1 37 EXIT 72		
THREE RIVERS TX		
* GROSS WEIGHT	2 22 30	1 16



This is to certify that the following merchandise was weighed, counted, or measured by a public weigher, and when properly signed shall be prima facia evidence of the accuracy of the weight shown as prescribed by law.

**LIVESTOCK PRODUCE, PROPERTY COMMODITY, OR ARTICLE WEIGHED**

COMPANY	U.S. MILK	FREIGHT	ALL TUNNELS
WEIGHMASTER OR WEIGHER SIGNATURE	<i>John</i>	TRAILER #	1
WEIGHING FEE	1.00	FULL WEIGHT TICKET # (IF REWEIGH)	17698420
CUSTOMER COPY		CAT SCALE FORM IT WAS 2008	

DRIVER IN TRUCK UNLESS CHECKED HERE: \_\_\_\_\_

CAT SCALE  
COLLECTOR  
CARD  
INSIDE!

The CAT Scale Company guarantees that our scales will give an accurate reading. What makes us different from other scale companies is that we back up our guarantee with cash.<sup>®</sup>

17698420



CERTIFIED  
AUTOMATED  
TRUCK SCALE

If you get an overweight fine from the state **AFTER** one of our CAT Scales showed a legal weight, we will immediately check our scale and we will **OR** (1) Reimburse you for the cost of the overweight fine if our scale is wrong. (2) A representative of CAT Scale Company will appear in court **WITH** the driver as an expert witness if we believe our scale was correct.

**YOU SHOULD GET AN OVERWEIGHT FINE. YOU SHOULD BOTH OWN UP TO GET THE PROBLEM RESOLVED.**

- 1) Post bond and request a court date.
  - 2) Call CAT Scale Company direct 24 hours a day at 1-877-CATSCALE (Toll Free).
  - 3) IMMEDIATELY send a copy of the citation, CAT Scale Ticket, your name, company, address, and phone number to CAT Scale Company Attn: Guarantee Department.

\* The four weights shown below are separate weights. The GROSS WEIGHT is the CERTIFIED WEIGHT and was weighed on a full length platform scale. All weights are guaranteed.

STEPPING STONE  
DRIVE AXLE  
WHEEL AXLE

卷之三

The following merchandise was weighed, counted, or measured by a  
proprietor signed shall be prima facia evidence of the accuracy of the weight

ESTATE PLANNING

**TRACTOR #** 1      **TRAILER #** 1  
**FULL WEIGHT TICKET #** \_\_\_\_\_  
**(IF REWEIGHT)** \_\_\_\_\_

CAT SCALE® FORM TEXAS (2/09)

**DRIVER IN TRUCK UNLESS CHECKED HERE**

卷之三

P.O. Box 38  
Brush, CO 80723  
(970) 842-5566  
Fax: (970) 842-2705  
1-800-523-6610



26

1301 East Exchange Ave., Suite 121  
Fort Worth, TX 76164  
(817) 624-3800  
Fax: (817) 624-3325  
1-800-422-2117

## TRUCKER'S BILL OF LADING

LOT# 8771DATE October 29, 2010SELLER Nueces Cattle Co. BUYER Eastern LivestockLOADED AT George West, Tx DESTINATION Dalhart, TxTRUCKED BY Tanner, Peter, Braden TRUCK # 96,130,121,1,6NUMBER OF HEAD LOADED 32.0hd TIME OF DEPARTURE 11:45 AmCONDITION OF CATTLE WHEN LOADED good

COMMENTS \_\_\_\_\_

DRIVER HAS VISUALLY INSPECTED AND COUNTED ALL CATTLE LOADED AND ACCEPTS CATTLE  
AND HEAD COUNT AS STATED ABOVE.

M. D. H. C. Will Shumate  
TRUCKER'S SIGNATURE SLMARKETING REPRESENTATIVE

## PAPERS SENT WITH TRUCKS:

BRAND \_\_\_\_\_ HEALTH \_\_\_\_\_ WEIGH TICKETS \_\_\_\_\_ BUYERS INVOICE \_\_\_\_\_

OFFICE COPY



131 East Exchange, Suite 121  
Fort Worth, TX 76164  
1-800-422-2117  
(817) 624-3800  
Fax: (817) 624-3325

P.O. Box 38  
Brush, CO 80723  
1-800-523-6610  
(970) 842-5566  
Fax: (970) 842-2705

Date	October 29, 2010	Lot #	8771
Buyer	EASTERN LIVESTOCK		
Address	115 WEST MARKET		
City	New Albany	State	IN
Seller	Nueces Cattle Co.	Zip Code	47150
		Weighted At	THREE POUNDS, 74

DESTINATION: Dalkar, Tx	LESS PART PAYMENT	\$12,800.00
TRUCKED BY Turner, Parker, Victoria, Okla.		
"Superior Livestock Auction certifies that the Beef Checkoff assessment on the sale of the cattle listed on this invoice has been collected and remitted to the proper State Beef Council by Superior Livestock Auction or the appropriate authority."		
	NET DUE	\$246,816.70

**CERTIFICATE OF VACCINATION**

CIRCLE ONE	SLA	VAC24	VAC34	VAC34+	VAC45	PRECON	
	PFIZER	SELECTVAC	24	34	34+	45	PRECON
Vaccine	Brand Name			Date Given		Administered	
Tetanus						IM	/ Sub Q
Hib						IM	/ Sub Q
DPT (MMRVA)						IM	/ Sub Q
Boostered						IM	/ Sub Q
Pasteurella						IM	/ Sub Q
Boostered						IM	/ Sub Q
Other						IM	/ Sub Q

The seller hereby certifies that these cattle were administered the above vaccinations.

<input type="checkbox"/>	CERTIFIED NATURAL
The seller certifies that these cattle have NOT been	
A.	Fed or injected with any antibiotics or ingredients containing possible antibiotic residues.
B.	Fed any antibiotic ionophores.
C.	Implanted with or fed any synthetic hormones, growth promotants or steroids of any kind.
D.	Fed any feed containing protein derived from mammalian tissue.

<input type="checkbox"/> Age/Source Verified	Database Provider	Seller Please Initial
--	-------------------	-----------------------

The seller attests that all livestock referenced by this document are of

### origin

---

**Seller's Signature**

Date